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**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**INVENTORS:** **R. Alan Whitehurst, Christopher L. Powell, Roger Webb**

**TITLE:** **Method and system for training in an adaptive manner**

**FILING DATE:** **March 29, 2001**

**EXAMINER NAME:** **Cameron Saadat**

**SERIAL NO.:** **09/821,009**

**GROUP ART UNIT:** **3713**

**DOCKET:** **8634.8**

Assistant Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**COVER LETTER**

Honorable Commissioner:

Please find attached:

- (1) A true copy of an assignment document, whereby the entire interest of inventor Roger Webb in the above referenced application was assigned to IBTRAINING.COM, INC.,
- (2) A true copy of an assignment document, whereby the entire interest of inventors R. Alan Whitehurst and Christopher L. Powell in the above referenced application was assigned to IBTRAINING.COM, INC., and whereby the entire interest of IBTRAINING.COM, INC. (including the former interest of inventor Webb) in the above referenced application was assigned to The Canopy Group, Inc., and further whereby the entire interest of The Canopy Group, Inc. was assigned to Geolux Communications, Inc.
- (3) A true copy of an assignment document, whereby the entire interest of Geolux Communications, Inc. in the above referenced application was assigned to Learning Optics, Inc.,
- (4) A copy of a power of attorney and change of correspondence address for Learning Optics, Inc..

Applicant provides the attached assignment document copies to show a chain of title from the original inventors to Learning Optics. Please address all future correspondence as directed in the attached power of attorney of Imherent, Inc.

Respectfully submitted this 18 day of May, 2004.

Everett D. Robinson  
Reg. No. 50,911  
PARSONS, BEHLE & LATIMER  
333 South 520 West, Suite 220  
Lindon, Utah 84042  
(801) 805-3925

## CERTIFICATE OF MAILING

I hereby certify that this correspondence is being deposited with the United States Postal Service with sufficient postage as first class mail in an envelope addressed to:

Assistant Commissioner for Patents  
Washington, D.C. 20231

on May 18, 2004.

Typed or printed name of person signing this certificate:

Everett D. Robinson

Signature Everett D. Robinson

## CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted the United States Patent and Trademark Office, Fax No. (703) \_\_\_\_\_ - \_\_\_\_\_ on \_\_\_\_\_.

Typed or printed name of person signing this certificate:

Everett D. Robinson

Signature Everett D. Robinson

## ASSIGNMENT

Title: Method and System for Training in an Adaptive Manner

Filed: March 29, 2001

Serial No.: 08/821,009

Inventors: R. Alan Whitehurst  
Christopher L. Powell  
Roger Webb

WHEREAS, R. Alan Whitehurst ("Whitehurst"), Christopher L. Powell ("Powell"), and Roger Webb ("Webb") are joint inventors of an invention or discovery referred to as the "Invention" which is described and claimed in the United States patent application ("Patent Application") identified above;

NOW, THEREFORE, in return for good and valuable consideration, receipt of which is hereby acknowledged, Webb does hereby sell, assign, and transfer unto iTraining.com, Inc. ("IBT") all of his rights, title and interest in and to the following: (1) said Invention as described in the Patent Application, (2) the Patent Application, (3) any U.S. or foreign patent applications which claim priority to the Patent Application whether or not presently existing, (4) any U.S. or foreign patent applications which claim subject matter that is disclosed in the Patent Application, and (5) any letters patent issuing from any of said patent applications, and (6) all intellectual property (including patent rights, trade secrets and copyrights) in or to said Invention. Said assignment is without any geographic limitation and shall include the United States of America and all foreign countries. All rights, title and interest in said Invention, said patent applications, any Letters Patent issuing from said patent applications, and said intellectual property are to be held and enjoyed by IBT for its own use and behalf, and for that of its legal representatives and assigns, as fully and entirely as the same would have been held by Webb had this assignment not been made. IBT shall be free to assign, license or otherwise exploit said Invention, said patent applications, any Letters Patent issuing from said patent applications, and said intellectual property.

AND Webb does further agree to sign all papers, make all rightful oaths and do all requisite acts for the filing of any disclaimer or for the filing and assignment of any other patent application (including utility, divisional, continuing, continuation-in-part, reissue and foreign applications) based on the present patent application or said Invention. Any such other patent application is deemed to be part of the above assignment.

AND Webb does further represent and warrant that he has not executed or granted any assignment, license, covenant not to sue, or dedication to the public domain of any of said patent applications, the Invention, or said intellectual property, and that he has not otherwise granted any other rights which

would be inconsistent with IBT acquiring all right, title an interest in and to said patent applications, the Invention, and said intellectual property.

AND Webb does further agree to communicate to IBT, its successors, assigns or other legal representatives, such facts relating to said Invention as may be known to either of them, and to testify as to such facts in any prosecution, interference, enforcement proceeding or litigation related to the Invention.

This Assignment from Webb to IBT shall have an effective date of March 29, 2001.

IBT, in further satisfaction of obligations already subsisting between itself and The Canopy Group, Inc. ("Canopy") hereby assigns sells, assigns, and transfers unto Canopy the entirety of the rights it has acquired by execution of this document.

This Assignment from IBT to Canopy shall have an effective date of February 4, 2002.

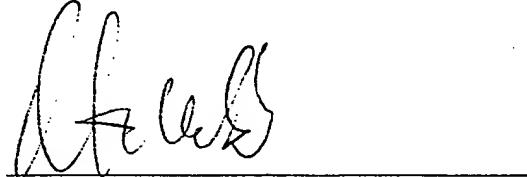
Canopy, in further satisfaction of obligations already subsisting between itself and Geolux Communications, Inc. ("Geolux") hereby assigns sells, assigns, and transfers unto Geolux the entirety of the rights it has acquired by execution of this document.

This Assignment from Canopy to Geolux shall have an effective date of February 5, 2002.

AGREED TO AND ACCEPTED BY:

INVENTORS:

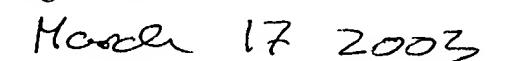
Inventor's Signature:



Inventor's Full Name:

Roger Webb

Date:



IBTRAINING.COM, INC.:

By (signature): \_\_\_\_\_

Name: (print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

THE CANOPY GROUP, INC.:

By (signature): \_\_\_\_\_

Name: (print) \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit A

## ASSIGNMENT

Title: Method and System for Training in an Adaptive Manner

Filed: March 29, 2001

Serial No.: 08/821,009

Inventors: R. Alan Whitehurst  
Christopher L. Powell  
Roger Webb

WHEREAS, R. Alan Whitehurst ("Whitehurst"), Christopher L. Powell ("Powell"), and Roger Webb ("Webb") are joint inventors of an invention or discovery referred to as the "Invention" which is described and claimed in the United States patent application ("Patent Application") identified above;

NOW, THEREFORE, in return for good and valuable consideration, receipt of which is hereby acknowledged, Whitehurst and Powell do hereby sell, assign, and transfer unto iBtraining.com, Inc. ("IBT") all of their rights, title and interest in and to the following: (1) said Invention as described in the Patent Application, (2) the Patent Application, (3) any U.S. or foreign patent applications which claim priority to the Patent Application whether or not presently existing, (4) any U.S. or foreign patent applications which claim subject matter that is disclosed in the Patent Application, and (5) any letters patent issuing from any of said patent applications, and (6) all intellectual property (including patent rights, trade secrets and copyrights) in or to said Invention. Said assignment is without any geographic limitation and shall include the United States of America and all foreign countries. All rights, title and interest in said Invention, said patent applications, any Letters Patent issuing from said patent applications, and said intellectual property are to be held and enjoyed by IBT for its own use and behalf, and for that of its legal representatives and assigns, as fully and entirely as the same would have been held by Whitehurst and Powell had this assignment not been made. IBT shall be free to assign, license or otherwise exploit said Invention, said patent applications, any Letters Patent issuing from said patent applications, and said intellectual property.

AND Whitehurst and Powell do further agree to sign all papers, make all rightful oaths and do all requisite acts for the filing of any disclaimer or for the filing and assignment of any other patent application (including utility, divisional, continuing, continuation-in-part, reissue and foreign applications) based on the present patent application or said Invention. Any such other patent application is deemed to be part of the above assignment. AND Whitehurst and Powell do further represent and warrant that neither of them has executed or granted any assignment, license, covenant not to sue, or dedication to the public domain of any of said patent applications, the Invention, or said intellectual property, and that neither of them has otherwise granted any other rights which

would be inconsistent with IBT acquiring all right, title an interest in and to said patent applications, the Invention, and said intellectual property.

AND Whitehurst and Powell do further agree to communicate to IBT, its successors, assigns or other legal representatives, such facts relating to said Invention as may be known to either of them, and to testify as to such facts in any prosecution, interference, enforcement proceeding or litigation related to the Invention.

This Assignment from Whitehurst and Powell to IBT shall have an effective date of March 29, 2001.

IBT, in further satisfaction of obligations already subsisting between itself and The Canopy Group, Inc. ("Canopy") hereby assigns sells, assigns, and transfers unto Canopy the entirety of the rights it has acquired by execution of this document.

This Assignment from IBT to Canopy shall have an effective date of February 4, 2002.

Canopy, in further satisfaction of obligations already subsisting between itself and Geolux Communications, Inc. ("Geolux") hereby assigns sells, assigns, and transfers unto Geolux the entirety of the rights it has acquired by execution of this document.

This Assignment from Canopy to Geolux shall have an effective date of February 5, 2002.

AGREED TO AND ACCEPTED BY:

INVENTORS:

Inventor's Signature:

Inventor's Full Name:

R. Alan Whitehurst

Date:

2/24/03

Inventor's Signature:

Inventor's Full Name:

Christopher L. Powell

Date:

2/24/03

IBTRAINING.COM, INC.:

By (signature): Ron M. Tracy  
Name: (print) Ron M. Tracy  
Title: \_\_\_\_\_  
Date: 27 Feb 03

THE CANOPY GROUP, INC.:

By (signature): Brent Christensen  
Name: (print) BRENT CHRISTENSEN  
Title: VP  
Date: 5/7/2004

PATENT ASSIGNMENT

This Assignment is effective as of October 31, 2003 between Geolux Communications, Inc., a Utah corporation having an address at 333 South 520 West, Suite 360, Lindon, Utah 84042 ("Geolux"), and Learning Optics, Inc., a Utah corporation having an address at 355 South 520 West, Suite 150, Lindon, Utah 84042 ("the Company").

WHEREAS, Geolux is the owner of the following United States Patent Application:

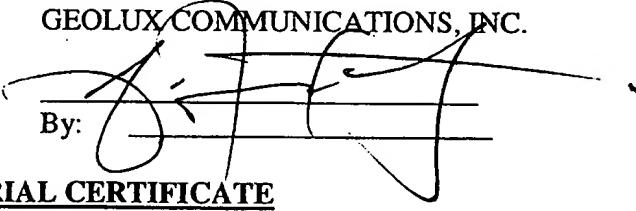
Serial No.      Filed      Title  
09/821,0009      March 29, 2001      Method and System for Training in an Adaptive Manner

WHEREAS, the Company desires to acquire by formal, recordable assignment the entire right, title and interest in and to said patent application;

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Geolux hereby sells, assigns and transfers to the Company, the entire right, title and interest in and to said patent application, all divisions, continuations, continuations-in-part and reissue applications thereon, free and clear of all encumbrances and liens. Geolux represents and warrants that it has not granted and will not grant to others any rights inconsistent with said patent application.

IN WITNESS WHEREOF, Geolux has executed this Assignment effective as of the date first above written.

GEOLUX COMMUNICATIONS, INC.

By: 

NOTARIAL CERTIFICATE

STATE OF UTAH      )

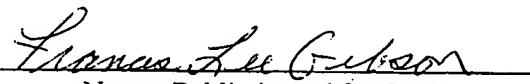
)

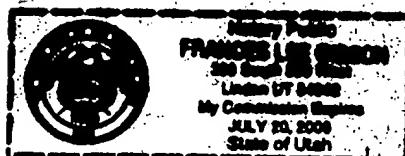
COUNTY OF UTAH      )

)

On this 12 day of April, in the year 2004, before me personally appeared G. Franklin Lewis, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed it.

IT WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

  
Notary Public in and for Said  
County and State



**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**INVENTORS:** **R. Alan Whitehurst, Christopher L. Powell, Roger Webb**

**TITLE:** **Method and system for training in an adaptive manner**

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**EXAMINER NAME:** **Cameron Saadat**

**SERIAL NO.:** **09/821,009**

**GROUP ART UNIT:** **3713**

**DOCKET:** **8634.8/5144P**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

**POWER OF ATTORNEY**

The assignee of record of the entire interest of the above referenced application, Learning Optics, Inc., hereby appoints Everett D. Robinson (Reg. No. 50,911), Daniel P. McCarthy (Reg. No. 36,600), Lloyd W. Sadler (Reg. No. 40,154), Jon C. Christiansen (Reg. No. 30,039), and Shane Jensen (Reg. No. 55,301) as its representatives and attorneys to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith. All previous powers of attorney are hereby revoked in this application. All communications should be directed to Mr. Robinson at the following address or telephone number:

Everett D. Robinson  
PARSONS, BEHLE & LATIMER  
201 South Main Street, Suite 1800  
P.O. Box 45898  
Salt Lake City, Utah 84145-0898  
(801) 532-1234 or (801) 805-3925

**Signature of Assignee of Record**

Name	Brian K. Holman
Title	President and CEO, Learning Optics, Inc.
Signature	<i>Brian K. Holman</i>
Date	5-17-04